



Comptroller General
of the United States

Washington, D.C. 20548

FORMICA

Decision

Matter of: Eastern Metal Products & Fabricators, Inc.
File: B-235701
Date: September 18, 1989

DIGEST

1. Agency acted properly in calling a suspected mistake in protester's proposal to its attention, and allowing protester to address it on submission of its best and final offer.
2. Agency acted properly in interpreting a figure in a best and final offer literally, rather than in a different way allegedly intended by the offeror, when agency's interpretation under the circumstances is reasonable.

DECISION

Eastern Metal Products & Fabricators, Inc., protests the award of a contract to Virtexco Corp., under request for proposals (RFP) No. GS-03P-89-DXC-0016, issued by the General Services Administration (GSA) for general repairs and alterations to government buildings. Eastern argues that its offer was misinterpreted by GSA, and that had the agency interpreted Eastern's proposal properly it would have been the low offeror.

We deny the protest.

The RFP was for an indefinite quantity contract for general repairs and alterations to government buildings in various locations in Virginia. The solicitation listed the items of work needed and a price schedule detailing a unit price for each item. The solicitation contained an estimate that approximately 85 percent of the work would have to be performed during "regular working hours" (Monday-Friday, 7 a.m.- 6 p.m.), with the remainder required to be performed "outside regular working hours." The RFP schedule required offerors to indicate whether they would perform the items of work for less than, the same, or more than the unit prices listed in the price schedule. A decrease or increase in unit prices proposed by an offeror was to be indicated in

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the offeror's proposal by a minus percentage or plus percentage, as appropriate, in the blank beside for work to be performed during regular hours in the bid schedule and the blank for after hours work.

Eastern initially proposed that it would perform the work during regular working hours for the unit prices listed in the price schedule minus .005 percent for the base year. It proposed to perform the work outside regular working hours for "plus thirty five % +35%." Virtexco proposed that it would perform the work during regular working hours for the unit prices plus 1.3 percent in the base year. It proposed to perform the work hours outside regular working for plus 1.95 percent for the base year.

GSA reports that during discussions with Eastern, it explained to that firm that its percentage for work to be performed outside regular working hours was excessive. GSA's report states that Eastern's representative indicated that he would take a look at the proposal and respond in its best and final offer (BAFO).

Upon receipt of BAFOs, Virtexco confirmed its percentages for all work to be performed in its initial proposal. Eastern lowered its percentages for work to be performed outside of regular working hours from plus 35 percent to "plus twenty five % +25%." Virtexco was determined to be the low offeror, and received the award.

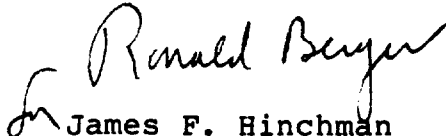
Eastern seems to imply that it made a mistake in its proposal and also contends that the "plus twenty five percent +25%" designation in its BAFO for work to be performed outside regular working hours actually means plus 1.25 percent.

Contracting officers are required to examine all proposals received for minor informalities or irregularities and apparent clerical mistakes. Federal Acquisition Regulation (FAR) § 15.607(a). Any suspected mistakes in an offeror's proposal are to be resolved "by calling them to the offeror's attention as specifically as possible" FAR § 15.610(b)(4). Further, any ambiguities in a proposal should also be brought to the offeror's attention, in order to give the offeror an opportunity to revise its proposal. Diversified Computer Consultants, B-229765, Feb. 19, 1988, 88-1 CPD ¶ 171. As noted above, during discussions the agency told Eastern's representative that its percentage for work to be performed outside of regular working hours was excessive, and provided Eastern with the opportunity to address this in its BAFO. Eastern's response, its lowering of the percentage from plus 35 percent to plus 25 percent,

indicated that Eastern had in fact checked and revised its proposal. As such, we feel that the contracting officer discharged her responsibility under the regulation to bring the suspected mistake to Eastern's attention, and provide Eastern with an opportunity to address it. Further, Eastern has provided no evidence that it had made a mistake.

As for the proper interpretation of Eastern's offer, we see no basis for concluding that the contracting officer should have read the pricing for outside regular working hours as plus 1.25 percent. The offer itself said plus 25 percent in both words and numbers, and reading the offer to mean exactly that simply was not unreasonable. Accordingly, we find no merit to this protest.

The protest is denied.


James F. Hinchman
General Counsel